CLARIFICATION

FOR

INTERNATIONAL AGREEMENT FOR REMOVAL OF ASBESTOS-CONTAINING MATERIALS

The International Association of Heat and Frost Insulators and Asbestos Workers and the Laborers' International Union of North America mutually agree that the word "NOT" in Section 4 of the above-named Agreement should be excluded.

Section 4 should read as follows:

4. The term "removal" as used in this Agreement shall include the sealing, labeling and dropping of scrap material into the appropriate containers. After drop, final disposal shall be the work of the Laborers'.

Signed and agreed on the 300 day of October, 1988.

For: International Association of Heat and Frost Insulators and Asbestos Workers

For: Laborers' International Union of North America

Angelo Rosco, General President

Arthur E. Coia, General Secretary-Treasurer

<u>INTERNATIONAL AGREEMENT</u> FOR REMOVAL OF ASBESTOS-CONTAINING MATERIALS

This Agreement is entered into between the International Association of Heat and Frost Insulators and Asbestos Workers and the Laborers' International Union of North America, to prevent jurisdictional disputes with reference to the removal of all asbestos-containing materials and to insure that both trades receive their fair equity of this type of work.

It is expressly understood and agreed that this Agreement will be applicable only within the jurisdiction of the two signatory International Unions.

It is mutually agreed that in accordance with this Memorandum of Understanding, the work listed below shall be perfomed accordingly:

- 1. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) is recognized as being the exclusive work of the Asbestos Workers.
- 2. On all mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) that are going to be scrapped the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.
- 3. The removal of all asbestos-containing materials from-walls, ceilings, floors, columns and all other non-mechanical structures and surfaces, etc., is recognized as being the exclusive work of the Laborers.
- 4. The term "removal" as used in this Agreement shall not include the sealing, labeling and dropping of scrap material into the appropriate containers. After drop, final disposal shall be the work of the Laborers.
- 5. The loading at the designated area of all materials that have been removed, bagged and tagged, as well as cleanup and all unloading, burying and other work required at the disposal site is recognized as being the exclusive of the Laborers.

Any dispute or controversy arising out of the application or interpretation of this Agreement shall be settled as follows:

- 1. The local Union Business Representatives of the respective organizations shall use every effort to arrive at an equitable settlement at the jobsite.
- 2. Failing to resolve the dispute as described in the above Section 1, both Local Union Business Representatives shall state their positions and claims in writing to their respective International Unions, which shall promptly assign International Representatives to investigate and resolve the dispute in accordance with this Agreement.
- 3. If International Representatives fail to adjust any dispute in accordance with this Agreement, said dispute shall be referred to the offices of the General Presidents.

There shall be no work stoppage on the job, either prior to or during, the period awaiting a settlement.

	ANDREW T. HAAS, GENERAL PRESIDENT
FOR:	INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS
SIGNED	AND AGREED UPON on this day of

WILLIAM BERNARD, GENERAL SECRETARY-TREASURER

FOR: LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

ANGELO COSCO, GENERAL PRESIDENT

ARTHUR E. COLA, GERERAL SECRETARY-TREASURER